

CONTRACT #1
RFS # 317.03-136

**Department of Finance &
Administration
Division of OIR**

VENDOR:
Avaya, Inc.

RECEIVED

AUG 18 2005



FISCAL REVIEW

STATE OF TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION

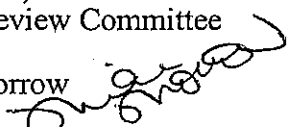
312 EIGHTH AVENUE NORTH
SUITE 2100 TENNESSEE TOWER
NASHVILLE, TENNESSEE 37243
(615) 741-0300
FAX (615) 532-8532

DAVE GOETZ
COMMISSIONER

MIKE MORROW
DEPUTY COMMISSIONER
FOR OPERATIONS

MEMORANDUM

TO: Jim White, Executive Director
Fiscal Review Committee

FROM: Mike Morrow 

SUBJECT: Systems Network Architecture (SNA) Maintenance Services
Non-Competitive Amendment Request

DATE: October 17, 2005

Attached you will find a copy of a Non-Competitive Amendment request to extend the State's contract with Avaya, Inc. for SNA Maintenance services. This request follows the State's unsuccessful attempt to award a competitive contract through a Request for Proposals (RFP) process.

Since September of 2000, the State has contracted with Avaya, Inc. to provide maintenance for AT&T Paradyne network equipment, collectively referred to as the "SNA network." As the end of this contract approached, the Office for Information Resources (OIR) considered the options for providing the ongoing SNA support. Ultimately, OIR determined that it could not support SNA with internal resources, and the decision was made to award a maintenance contract using the RFP process. In August of 2005, the State published an RFP for SNA services. The State received no proposals.

SNA is an aging technology and the parts necessary for repairs are becoming increasingly scarce. However, the State is still dependent upon SNA until it can be phased out, which is currently set to occur in December 2007. The current contract, which was extended once to accommodate the RFP process, will expire on December 14, 2005. Avaya, Inc. has agreed to continue providing the same services with no increase in cost until the phase out of the SNA technology in 2007.

Under these circumstances, OIR believes that it is in the State's best interest to extend the current contract with Avaya, Inc.

Thank you for your consideration of this request.

REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

Commissioner of Finance & Administration

Date:

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) RFS #	317.03-136	
2) State Agency Name :	Department of Finance and Administration	
EXISTING CONTRACT INFORMATION		
3) Service Caption :	Systems Network Architecture (SNA) Maintenance Services	
4) Contractor :	Avaya, Inc.	
5) Contract #	FA-01-14386-00	
6) Contract Start Date :	September 15, 2000	
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	December 14, 2005	
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$8,000,000.00	
PROPOSED AMENDMENT INFORMATION		
9) <u>Proposed</u> Amendment #	4	
10) <u>Proposed</u> Amendment Effective Date : (attached explanation required if date is < 60 days after F&A receipt)	December 15, 2005	
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	December 31, 2007	
12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$8,000,000.00	
13) Approval Criteria : (select one)	<input checked="checked" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
14) Description of the Proposed Amendment Effects & Any Additional Service :		
This amendment will continue the current SNA Maintenance Services at the existing rates, for an additional period of time sufficient to transition to new technology. The amendment will add no additional dollars to the contract.		
15) Explanation of Need for the Proposed Amendment :		
Since September of 2000, the State has contracted with Avaya, Inc. to provide maintenance for AT&T Paradyne network equipment,		

collectively referred to as the "SNA network." The State's plan to sunset the SNA network in July of 2007 has been rescheduled for December of 2007. At that time the State will no longer have a need for these maintenance services. In March of 2005, the Office for Information Resources initiated research to determine whether the State could allow the present maintenance contract to expire and provide the maintenance with State resources in the interim prior to the SNA sunset. Ultimately, OIR determined that the State could not provide this maintenance. The reasons for this determination include unavailable parts for aging equipment and proprietary aspects of the system that tracks network component failures and repairs. The decision was made to procure an interim SNA maintenance contract using the RFP process. The State completed the RFP process in September of 2005. However, the State did not receive any proposals to provide maintenance for the aging technology.

SNA maintenance services are essential for as long as the SNA network remains in place. The State cannot provide the maintenance services directly and has been unsuccessful in attempting to competitively award these services. Therefore, OIR requests that the existing contract with Avaya be extended for two (2) additional years to allow sufficient time to transition to new technology.

16) Name & Address of Contractor's Current Principal Owner(s) :
(not required if proposed contractor is a state education institution)

Donald K. Peterson, Chairman and CEO
Avaya, Inc. Headquarters
211 Mt. Airy Road
Basking Ridge, NJ 07920

17) Documentation of Office for Information Resources Endorsement :
(required only if the subject service involves information technology)

select one:

☐

Documentation Not Applicable to this Request

☒

Documentation Attached to this Request

18) Documentation of Department of Personnel Endorsement :
(required only if the subject service involves training for state employees)

select one:

☒

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

19) Documentation of State Architect Endorsement :
(required only if the subject service involves construction or real property related services)

select one:

☒

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

The State did attempt, through the Request for Proposals (RFP) process, to competitively award an SNA maintenance services contract. The State received no proposals in response to the RFP.

21) Justification for the Proposed Non-Competitive Amendment :

Reliable SNA services are essential to the operations of agencies that use the SNA network. This amendment will provide for uninterrupted SNA maintenance services until such time as the State transitions to new technology. In light of the State receiving no proposals in response to the recent RFP and the State's intent to sunset the SNA technology by December 31, 2007, OIR believes that it is in the State's best interest to extend the current SNA maintenance services contract.

REQUESTING AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

Agency Head Signature

Date

**AMENDMENT 4
TO CONTRACT FA-01-14386-00**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the State, and Avaya, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete Section B.1 in its entirety and insert the following in its place:

B.1. Contract Term. This Contract shall be effective for the period commencing on September 15, 2000 and ending on December 31, 2007. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:

Avaya, Inc.:

Colleen E. Vassallo, Client Executive

Date

Department of Finance and Administration:

M. D. Goetz, Jr., Commissioner

Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr., Commissioner

Date

COMPTROLLER OF THE TREASURY:

John G. Morgan, Comptroller of the Treasury

Date

RULE EXCEPTION REQUEST

APPROVED

Commissioner of Finance & Administration

Date:

RFS #	317.03-136	STATE AGENCY:	Department of Finance and Administration
INFORMATION ABOUT THE EXCEPTION(S) REQUESTED			
SUBJECT RULE NUMBER(S) :	0620-3-3.07(5)		
DESCRIPTION OF EXCEPTION(S) :			
The department seeks a rule exception to permit a contract with a term of approximately seven (7) years and three (3) months.			
JUSTIFICATION FOR EXCEPTIONS : (compelling reasons for contracts rule exception; relevant background information; attach additional justification as necessary)			
<p>Since September of 2000, the State has contracted with Avaya, Inc. to provide maintenance for AT&T Paradyne network equipment, collectively referred to as the "SNA network." The State's plan to sunset the SNA network in July of 2007 has been rescheduled for December of 2007. At that time the State will no longer have a need for these maintenance services. In March of 2005, the Office for Information Resources (OIR) initiated research to determine whether the State could allow the present maintenance contract to expire and provide the maintenance with State resources in the interim prior to the SNA sunset. Ultimately, OIR determined that the State could not provide this maintenance. The reasons for this determination include unavailable parts for aging equipment and proprietary aspects of the system that tracks network component failures and repairs. The decision was made to procure an interim SNA maintenance contract using the RFP process. The State completed the RFP process in September of 2005. However, the State did not receive any proposals to provide maintenance for the aging technology.</p> <p>SNA maintenance services are essential for as long as the SNA network remains in place. In light of the State receiving no proposals in response to the recent RFP and the State's intent to sunset the SNA technology by December 31, 2007, OIR believes that it is in the State's best interest to extend the current SNA maintenance services contract.</p>			
INFORMATION REGARDING THE APPLICABLE CONTRACT			
DESCRIPTION OF SERVICE TO BE PROCURED :			
Systems Network Architecture (SNA) Maintenance Services			
BEGIN DATE:	September 15,2000	END DATE (including ALL options for term extension):	December 31, 2007
MAXIMUM LIABILITY (including ALL options for term extension):		\$8,000,000.00 (this extension does not increase dollars)	
AGENCY HEAD REQUEST SIGNATURE: (signed by the procuring agency head or authorized signatory)			
		SIGNATURE DATE:	

CONTRACT SUMMARY SHEET

8-8-05

RFS #				Contract #			
317.03-136				FA-01-14386-_____			
State Agency				State Agency Division			
Finance and Administration				Office for Information Resources (OIR) Travis Johnson – 741-5727			
Contractor Name				Contractor ID # (FEIN or SSN)			
Avaya, Inc.				<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 223713430-01			
Service Description							
Maintenance of AT&T Paradyne and Cisco network equipment. Amendment extends contract end date but does not increase dollars.							
Contract Begin Date		Contract End Date		SUBRECIPIENT or VENDOR?		CFDA #	
09/15/2000		12/31/2007		VENDOR			
Mark, if Statement is TRUE							
<input checked="" type="checkbox"/> Contractor is on STARS as required				<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts as required			
Allotment Code		Cost Center		Object Code		Fund	
317.03		See Suppl.		074		12	
Funding Grant Code		Funding Subgrant Code		FY		State	
Federal		Interdepartmental		Other		TOTAL Contract Amount	
2001		\$3,500,000.00				\$3,500,000.00	
2002		\$2,500,000.00				\$2,500,000.00	
2003		\$1,000,000.00				\$1,000,000.00	
2004		\$500,000.00				\$500,000.00	
2005		\$350,000.00				\$350,000.00	
2006		\$150,000.00				\$150,000.00	
TOTAL:		\$8,000,000.00				\$8,000,000.00	

— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #	
FY	Base Contract & Prior Amendments	THIS Amendment ONLY		
2001	\$3,500,000.00	\$0.00	State Agency Budget Officer Approval: Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)	
2002	\$2,500,000.00	\$0.00		
2003	\$1,000,000.00	\$0.00		
2004	\$500,000.00	\$0.00		
2005	\$350,000.00	\$0.00		
2006	\$150,000.00	\$0.00		
TOTAL:	\$8,000,000.00	\$0.00		
End Date:	12/14/2005	12/31/2007		

Contractor Ownership					
<input type="checkbox"/> African American	<input type="checkbox"/> Disabled	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> NOT minority/disadvantaged	
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—		
Contractor Selection Method					
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method			
<input type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Government	<input type="checkbox"/> Other			
Procurement Process Summary					

CONTRACT SUMMARY SHEET SUPPLEMENT

Contract Number	FA-01-14386-_____
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Fiscal Year	2001
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Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA #	Amount
317.03	31519	074	12				\$2,333,334.00
317.03	399	074	12				\$1,166,666.00
TOTAL							\$3,500,000.00

CONTRACT SUMMARY SHEET SUPPLEMENT

Contract Number	FA-01-14386-_____
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Fiscal Year	2002
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Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA #	Amount
317.03	31519	074	12				\$1,666,667.00
317.03	399	074	12				\$833,333.00
TOTAL							\$2,500,000.00

CONTRACT SUMMARY SHEET SUPPLEMENT

Contract Number	FA-01-14386-_____
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Fiscal Year	2003
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Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA #	Amount
317.03	31519	074	12				\$666,666.00
317.03	399	074	12				\$333,334.00
TOTAL							\$1,000,000.00

CONTRACT SUMMARY SHEET SUPPLEMENT

Contract Number	FA-01-14386-_____
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Contract Number	FA-01-14386-_____
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Fiscal Year	2004
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Fiscal Year	2004
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Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA #	Amount
317.03	31519	074	12				\$333,334.00
317.03	399	074	12				\$166,666.00
TOTAL							\$500,000.00

CONTRACT SUMMARY SHEET SUPPLEMENT							
Contract Number		FA-01-14386-_____					
Fiscal Year		2005					
Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA #	Amount
317.03	31519	074	12				\$233,334.00
317.03	399	074	12				\$116,666.00
TOTAL							\$350,000.00

CONTRACT SUMMARY SHEET SUPPLEMENT

Contract Number	FA-01-14386-_____
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Fiscal Year	2006
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CONTRACT SUMMARY SHEET

RFS Number:	317.03-024	Contract Number:	FA-01-14386- <u>09</u>
State Agency:	Finance and Administration	Division:	OIR Travis Johnson - 741-5727
Contractor		Contractor Identification Number	
Avaya, Inc.		<input checked="" type="checkbox"/> V- <input type="checkbox"/> C-	223713430-01

Service Description	
Maintenance of AT&T Parlayne and Cisco network equipment. Amendment extends Contract end date, but does not increase dollars.	
Contract Begin Date	Contract End Date
09/15/2000	12/14/2005

Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code
317.03	See Suppl.	074	12	<input type="checkbox"/> on STARS		

FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (including ALL amendments)
2001			\$3,500,000.00		\$3,500,000.00
2002			\$2,500,000.00		\$2,500,000.00
2003			\$1,000,000.00		\$1,000,000.00
2004			\$500,000.00		\$500,000.00
2005			\$350,000.00		\$350,000.00
2006			\$150,000.00		\$150,000.00
			\$8,000,000.00		\$8,000,000.00

CFDA #		Check the box ONLY if the answer is YES	
State Fiscal Contact		Is the Contractor a SUBRECIPIENT? (per OMB A-133)	
Name:	Maureen Abbey	Is the Contractor a VENDOR? (per OMB A-133)	X
Address:	20 th Floor, Snodgrass TN Tower	Is the Fiscal Year Funding STRICTLY LIMITED?	
Phone:	741-6070	Is the Contractor on STARS?	X
Procuring Agency Budget Officer Approval Signature		Is the Contractor's FORM W-9 ATTACHED?	
		Is the Contractors Form W-9 Filed with Accounts?	X

COMPLETE FOR ALL AMENDMENTS (only)			Funding Certification
	Base Contract & Prior Amendments	This Amendment ONLY	Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.
END DATE →	09/14/05	12/14/05	
FY: 2001	\$3,500,000.00	0	
FY: 2002	\$2,500,000.00	0	
FY: 2003	\$1,000,000.00	0	
FY: 2004	\$500,000.00	0	
FY: 2005	\$350,000.00	0	
FY: 2006	\$150,000.00	0	
Total:	\$8,000,000.00	0	

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 COMPTROLLER'S OFFICE
 OFFICE OF
 MANAGEMENT SERVICES

**AMENDMENT 3
TO CONTRACT FA-01-14386-00**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the State, and Avaya, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete Section B.1 in its entirety and insert the following in its place:

B.1. Contract Term. This Contract shall be effective for the period commencing on September 15, 2000 and ending on December 14, 2005. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:

Avaya, Inc.:

Colleen E. Vassallo
Colleen E. Vassallo, Client Executive

7/20/05
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr.
M. D. Goetz, Jr., Commissioner MOA

7/26/05
Date

78

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr.
M. D. Goetz, Jr., Commissioner

AUG 08 2005
Date

COMPTROLLER OF THE TREASURY:

John G. Morgan
John G. Morgan, Comptroller of the Treasury

8/8/05
Date

CONTRACT SUMMARY SHEET

RFS Number: 317.03-024		Contract Number: FA-01-14386-02	
State Agency: FINANCE AND ADMINISTRATION		Division: OIR (Velvet Hunter 1-9664)	
Contractor		Contractor Identification Number	
AVAYA, INC.		<input checked="" type="checkbox"/> V- <input type="checkbox"/> C- 223713430	
Service Description			
MAINTENANCE OF AT&T PARADYNE AND CISCO NETWORK EQUIPMENT			
Contract Begin Date		Contract End Date	
SEPTEMBER 15, 2000		SEPTEMBER 14, 2005	
Allotment Code	Cost Center	Object Code	Fund
317.03	SEE SUPP.	074	12
		<input type="checkbox"/> on STARS	
Grant	Grant Code	Subgrant Code	
FY	State Funds	Federal Funds	Interdepartmental Funds
2001			\$3,500,000.00
2002			\$2,500,000.00
2003			\$1,000,000.00
2004			\$500,000.00
2005			\$350,000.00
2006			\$150,000.00
Total:			\$8,000,000.00
CFDA #		Check the box ONLY if the answer is YES:	
State Fiscal Contact		Is the Contractor a SUBRECIPIENT? (per OMB A-133)	
Name: MAUREEN ABBEY Address: 20 TH FL. SNODGRASS TN TOWER Phone: 741-6070		Is the Contractor a VENDOR? (per OMB A-133) X	
		Is the Fiscal Year Funding STRICTLY LIMITED?	
Procuring Agency Budget Officer Approval Signature		Is the Contractor on STARS? X	
		Is the Contractor's FORM W-9 ATTACHED?	
		Is the Contractors Form W-9 Filed with Accounts? X	
COMPLETE FOR ALL AMENDMENTS (only)		Funding Certification	
	Base Contract & Prior Amendments	This Amendment ONLY	
END DATE →	9/14/05	9/14/05	
FY: 2001	\$3,500,000.00	0	
FY: 2002	\$2,500,000.00	0	
FY: 2003	\$1,000,000.00	0	
FY: 2004	\$500,000.00	0	
FY: 2005	\$350,000.00	0	
FY: 2006	\$150,000.00	0	
Total:	\$8,000,000.00	0	
Pursuant to T.C.A., Section 9-6-113, I, C. Warren Neel, Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.			

PROCESSED

MAR 21 2002

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 2002 MAR - 8 PM 2:40
 COMPTROLLER'S OFFICE
 OFFICE OF
 MANAGEMENT SERVICES

**AMENDMENT TWO
TO FA-01-14386-00**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State", and Avaya, Inc., hereinafter referred to as the "Contractor", is hereby amended as follows:

1. Delete Attachment B – REVISED I in its entirety and insert Attachment B – REVISED II in its place.
2. Delete Section C.3 in its entirety and insert the following in its place:

C.3. Payment Methodology. The Contractor shall be compensated based on the Payment Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

SERVICE	PAYMENT RATE
Maintenance within the Principal Period of Maintenance. The Principal Period of Maintenance (PPM) is defined as 8:00 AM – 5:00 PM, Monday through Friday (excluding State holidays).	See Attachment B - REVISED II
Maintenance within the PPM, ONLY as described in Attachment C	\$175 per hour (minimum charge is for 2 hours)
Maintenance outside the PPM	\$175 per hour (minimum charge is for 2 hours)
Installation Services	See Attachment B - REVISED II
On-Site Visit outside the PPM	\$50 per visit

Compensation for maintenance services within the principal period of maintenance (PPM) shall be at the rates set forth in Attachment B - REVISED II, under the column heading "Maintenance Per Item Per Month." The State shall provide a monthly listing of items to be maintained. In addition to the rates set forth in Attachment B - REVISED II, the Contractor shall be compensated for maintenance services provided within the PPM on an hourly rate basis, *only as described in Attachment C*.

A "month" shall be defined as a calendar month. The Contractor shall bill only for portions of a month if the Contractor provided service less than an entire calendar month.

For services paid on an hourly rate basis, the Contractor shall not be compensated for travel time to the primary location of service provision.

The Contractor shall be compensated for installation services based upon the rates set forth in Attachment B - REVISED II, under the column heading "Installation Per Item One Time Charge." The installation rates shall apply whether the installation is requested within or outside the PPM. The State will request installation services within the PPM, unless there is a critical need for installation outside the PPM.

The Contractor shall submit monthly invoices for completed work, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall, at a minimum, include PEC code numbers, descriptions of the units of equipment and services, and all applicable monthly unit rates. Invoices shall also include the number of hours worked outside the PPM, the applicable Payment Rate, and the total amount due the Contractor for the period invoiced.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:

Avaya, Inc.

Andy Middelmiss 2-15-2002
~~David L. Hill, Senior Manager~~ Date
Andy Middelmiss
Area Sales Director

DEPARTMENT OF FINANCE AND ADMINISTRATION:

C. Warren Neel 2-21-02
C. Warren Neel, Ph.D., Commissioner Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

C. Warren Neel 3-8-02
C. Warren Neel, Ph.D., Commissioner Date

COMPTROLLER OF THE TREASURY:

John G. Morgan 3/11/02
John G. Morgan, Comptroller of the Treasury Date

CONTRACT SUMMARY SHEET

Contract Number FA-01- <i>14386-W</i>		State Agency Finance and Administration	
RFS Number 317.03-024		Division Office for Information Resources Velvet Hunter 741-9664	
Contractor AVAYA, INC.		Vendor ID Number 223713430 - 01	
		<input checked="" type="checkbox"/> V — <input type="checkbox"/> C —	
Service Description MAINTENANCE OF AT&T PARADYNE AND CISCO NETWORK EQUIPMENT			
Contract Begin Date 9/15/00		Contract End Date 9/14/05	
Allotment Code 317.03	Cost Center See supplemental	Object Code 074	Fund 12
		<input type="checkbox"/> on STARS	
FY	State Funds	Federal Funds	Total Contract Amount (including ALL amendments)
2001		\$3,500,000.00	\$3,500,000.00
2002		\$2,500,000.00	\$2,500,000.00
2003		\$1,000,000.00	\$1,000,000.00
2004		\$500,000.00	\$500,000.00
2005		\$350,000.00	\$350,000.00
2006		\$150,000.00	\$150,000.00
Total		\$8,000,000.00	\$8,000,000.00
<input type="checkbox"/> Fiscal Year Funding Is Strictly Limited		CFDA Number	
<input type="checkbox"/> Contractor is on STARS		State Fiscal Contact	
<input type="checkbox"/> Current Form W-9 On File With Accounts OR <input checked="" type="checkbox"/> Form W-9 Attached		Name Maureen Abbey <i>noa 12/12/00</i> Address 20 th fl., Snodgrass TN Tower Phone 741-6070	
<input checked="" type="checkbox"/> Service Provider Registered with F&A		Procuring Agency Budget Officer Approval Signature	
<input type="checkbox"/> Contractor is a SUBRECIPIENT (as defined by OMB Circular A-133)		<i>Maureen Abbey</i>	
COMPLETE FOR ALL AMENDMENTS (only)		Funding Certification	
	Base Contract & Prior Amendments	This Amendment ONLY	Pursuant to T.C.A., Section 9-6-113, I, C. Warren Neel, Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.
Contract End Date			
FY			
FY			
FY			
FY			
FY			
Total			

